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**Attorneys for Defendants Alo, LLC
and Color Image Apparel, Inc.**

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

BIHQ PTE LTD., a Singapore private
limited company,

Plaintiff,

v.

ALO, LLC, a California limited
liability company and COLOR IMAGE
APPAREL, INC., a California
corporation,

Defendants.

Case No. 2:23-cv-01426-GW-ASx

**ALO, LLC'S AND COLOR
IMAGE APPAREL, INC.'S
ANSWER TO COMPLAINT AND
COUNTERCLAIMS**

JURY TRIAL DEMANDED

Assigned: Hon. George H. Wu
Complaint filed: February 24, 2023

Defendants Alo, LLC (“Alo LLC”) and Color Image Apparel, Inc. (“CIA”) (together “Alo” or “Defendants”), hereby submit their Answer, Affirmative Defenses, and Counterclaims to the Complaint filed by Plaintiff BIHQ Pte Ltd. (“BIHQ” or “Plaintiff”) as set forth below.¹

¹ Alo does not respond to the headings in the Complaint, which require no response. To the extent the headings purport to contain factual allegations requiring a response, Alo denies them. Alo’s answers in specific numbered paragraphs herein correspond

NATURE OF ACTION

1
2 1. Alo denies the allegations in Paragraph 1 of the Complaint except admits
3 that this purports to be an action for breach of contract and account stated seeking
4 damages for monetary relief, and avers that the claims lack merit as asserted.

PARTIES

5
6 1. Alo lacks knowledge or information sufficient to form a belief as to the
7 truth or falsity of the allegations in Paragraph 1 of the Complaint and therefore denies
8 them.

9 2. Alo admits that Alo, LLC is a California limited liability company with a
10 principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA
11 90212. Alo admits that it is a well-known athleisure, yoga and health and wellness
12 company that markets and sells products throughout the United States and abroad.
13 Alo denies the remaining allegations in Paragraph 2 of the Complaint are complete or
14 accurate and therefore denies them.

15 3. Alo admits that CIA is a California corporation with a principal place of
16 business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212. Alo admits
17 that Alo, LLC is a wholly-owned subsidiary of CIA. Alo denies the remaining
18 allegations in Paragraph 3 of the Complaint are complete or accurate and therefore
19 denies them.

20 4. Alo admits that Alo, LLC is a wholly-owned subsidiary of CIA, and that
21 CIA and Alo, LLC each have a principal place of business located at 9830 Wilshire
22 Boulevard, Beverly Hills, CA 90212. Alo denies the remaining allegations in
23 Paragraph 4 of the Complaint are complete or accurate and therefore denies them.
24 The remaining allegations in Paragraph 4 also state legal conclusions to which no
25 response is required. To the extent a response is required, Alo denies them.

26 _____
27 to the same numbered paragraphs used in the Complaint.
28

1 5. Alo lacks knowledge or information sufficient to form a belief as to the
2 truth or falsity of the allegations in Paragraph 5 of the Complaint and therefore denies
3 them.

4 **JURISDICTION & VENUE**

5 6. Alo admits that Plaintiff asserts claims subject to the statute listed in
6 Paragraph 6, but avers that the asserted claims lack merit. The remaining allegations
7 state legal conclusions to which no response is required. To the extent a response is
8 required, Alo denies the allegations.

9 7. Alo admits that Alo, LLC is a California limited liability company with a
10 principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA
11 90212. Alo denies the remaining allegations in Paragraph 7 of the Complaint. Solely
12 for purposes of this action, Alo does not contest that it is subject to personal
13 jurisdiction with respect the asserted claims in the Complaint.

14 8. Alo admits that Alo, LLC is a California limited liability company with a
15 principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA
16 90212. Alo denies the remaining allegations in Paragraph 8 of the Complaint. The
17 remaining allegations state legal conclusions to which no response is required. To the
18 extent a response is required, Alo denies the allegations.

19 **GENERAL ALLEGATIONS**

20 9. Alo denies the allegations in Paragraph 9 of the Complaint are complete
21 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
22 to form a belief as to the truth or falsity of the allegations in Paragraph 9 of the
23 Complaint and therefore denies them.

24 10. Alo denies the allegations in Paragraph 10 of the Complaint are complete
25 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
26 to form a belief as to the truth or falsity of the allegations in Paragraph 10 of the
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1 Complaint and therefore denies them. The remaining allegations state legal
2 conclusions regarding contract formation to which no response is required. To the
3 extent a response is required, Alo denies the allegations.

4 11. Alo denies the allegations in Paragraph 11 of the Complaint are complete
5 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
6 to form a belief as to the truth or falsity of the allegations in Paragraph 11 of the
7 Complaint and therefore denies them. The remaining allegations state legal
8 conclusions regarding contract formation to which no response is required. To the
9 extent a response is required, Alo denies the allegations.

10 12. Alo denies the allegations in Paragraph 12 of the Complaint are complete
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
12 to form a belief as to the truth or falsity of the allegations in Paragraph 12 of the
13 Complaint and therefore denies them. The remaining allegations state legal
14 conclusions regarding contract formation to which no response is required. To the
15 extent a response is required, Alo denies the allegations.

16 13. Alo denies the allegations in Paragraph 13 of the Complaint are complete
17 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
18 to form a belief as to the truth or falsity of the allegations in Paragraph 13 of the
19 Complaint and therefore denies them. The remaining allegations state legal
20 conclusions regarding contract formation to which no response is required. To the
21 extent a response is required, Alo denies the allegations.

22 14. Alo denies the allegations in Paragraph 14 of the Complaint are complete
23 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
24 to form a belief as to the truth or falsity of the allegations in Paragraph 14 of the
25 Complaint and therefore denies them.

26 15. Alo denies the allegations in Paragraph 15 of the Complaint are complete
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1 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
2 to form a belief as to the truth or falsity of the allegations in Paragraph 15 of the
3 Complaint and therefore denies them. The remaining allegations state legal
4 conclusions regarding contract formation to which no response is required. To the
5 extent a response is required, Alo denies the allegations.

6 16. Alo denies the allegations in Paragraph 16 of the Complaint are complete
7 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
8 to form a belief as to the truth or falsity of the allegations in Paragraph 16 of the
9 Complaint and therefore denies them.

10 17. Alo denies the allegations in Paragraph 17 of the Complaint are complete
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
12 to form a belief as to the truth or falsity of the allegations in Paragraph 17 of the
13 Complaint and therefore denies them.

14 18. Alo denies the allegations in Paragraph 18 of the Complaint are complete
15 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
16 to form a belief as to the truth or falsity of the allegations in Paragraph 18 of the
17 Complaint and therefore denies them.

18 19. Alo denies the allegations in Paragraph 19 of the Complaint are complete
19 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
20 to form a belief as to the truth or falsity of the allegations in Paragraph 19 of the
21 Complaint and therefore denies them. The remaining allegations state legal
22 conclusions regarding contract formation to which no response is required. To the
23 extent a response is required, Alo denies the allegations.

24 20. Alo denies the allegations in Paragraph 20 of the Complaint are complete
25 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
26 to form a belief as to the truth or falsity of the allegations in Paragraph 20 of the
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1 Complaint and therefore denies them. The remaining allegations state legal
2 conclusions regarding contract formation to which no response is required. To the
3 extent a response is required, Alo denies the allegations.

4 21. Alo denies the allegations in Paragraph 21 of the Complaint are complete
5 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
6 to form a belief as to the truth or falsity of the allegations in Paragraph 21 of the
7 Complaint and therefore denies them. The remaining allegations state legal
8 conclusions regarding contract formation to which no response is required. To the
9 extent a response is required, Alo denies the allegations.

10 22. Alo denies the allegations in Paragraph 22 of the Complaint are complete
11 or accurate and therefore denies them. Alo lacks knowledge or information sufficient
12 to form a belief as to the truth or falsity of the allegations in Paragraph 22 of the
13 Complaint and therefore denies them. The remaining allegations state legal
14 conclusions regarding contract formation to which no response is required. To the
15 extent a response is required, Alo denies the allegations.

16 23. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 24. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 25. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 26. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 27. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 28. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 29. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 30. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 31. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 32. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 33. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 34. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 35. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 36. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 37. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 38. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 39. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 40. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 41. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 42. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 43. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 44. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 45. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 46. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 47. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 48. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 49. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 50. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 51. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 52. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 53. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 54. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 55. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 56. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 57. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 58. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 59. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 60. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 61. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 62. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 63. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 64. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 65. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 66. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 67. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 68. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 69. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 70. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 71. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 72. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 73. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 74. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 75. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 76. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 77. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 78. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 79. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 80. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 81. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 82. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 83. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 84. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 85. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 86. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 87. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 88. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 89. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 90. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 91. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 92. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 93. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 94. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 95. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 96. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 97. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 98. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 99. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 100. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 101. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 102. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 103. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 104. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 105. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 106. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 107. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 108. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 109. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 110. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 111. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 112. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 113. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 114. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 115. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 116. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 117. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 118. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 119. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 120. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 121. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 122. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 123. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 124. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 125. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 126. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 127. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 128. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 129. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 130. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 131. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 132. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 133. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 134. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 135. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 136. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 137. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 138. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 139. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 140. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 141. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 142. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 143. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 144. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 145. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 146. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 147. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 148. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 149. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 150. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 151. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 152. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 153. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 154. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 155. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 156. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 157. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 158. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 159. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 160. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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1 denies them.

2 161. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 162. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 163. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 164. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 165. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 166. Alo admits that at various times throughout 2022 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 167. Alo admits that at various times throughout 2022 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 168. Alo admits that at various times throughout 2022 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 169. Alo admits that at various times throughout 2022 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 170. Alo admits that at various times throughout 2022 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 171. Alo admits that at various times throughout 2022 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 172. Alo admits that at various times throughout 2022 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 173. Alo admits that at various times throughout 2022 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 174. Alo admits that at various times throughout 2022 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 175. Alo admits that at various times throughout 2022 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 176. Alo admits that at various times throughout 2022 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 177. Alo admits that at various times throughout 2022 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 178. Alo admits that at various times throughout 2022 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 179. Alo admits that at various times throughout 2023 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 180. Alo admits that at various times throughout 2023 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 181. Alo admits that at various times throughout 2023 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 182. Alo admits that at various times throughout 2023 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 183. Alo admits that at various times throughout 2023 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 184. Alo admits that at various times throughout 2023 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 185. Alo admits that at various times throughout 2023 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 186. Alo admits that at various times throughout 2023 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 187. Alo admits that at various times throughout 2023 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 188. Alo admits that at various times throughout 2023 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 189. Alo admits that at various times throughout 2023 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 190. Alo admits that at various times throughout 2023 it issued certain
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1 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
2 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
3 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
4 specific allegations in this Paragraph of the Complaint are complete or accurate and
5 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
6 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
7 denies them.

8 191. Alo admits that at various times throughout 2023 it issued certain
9 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
10 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
11 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
12 specific allegations in this Paragraph of the Complaint are complete or accurate and
13 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
14 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
15 denies them.

16 192. Alo admits that at various times throughout 2023 it issued certain
17 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
18 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
19 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
20 specific allegations in this Paragraph of the Complaint are complete or accurate and
21 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
22 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
23 denies them.

24 193. Alo admits that at various times throughout 2023 it issued certain
25 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
26 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
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1 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
2 specific allegations in this Paragraph of the Complaint are complete or accurate and
3 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
4 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
5 denies them.

6 194. Alo admits that at various times throughout 2023 it issued certain
7 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
8 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
9 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
10 specific allegations in this Paragraph of the Complaint are complete or accurate and
11 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
12 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
13 denies them.

14 195. Alo admits that at various times throughout 2023 it issued certain
15 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
16 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
17 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
18 specific allegations in this Paragraph of the Complaint are complete or accurate and
19 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
20 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
21 denies them.

22 196. Alo admits that at various times throughout 2023 it issued certain
23 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
24 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
25 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
26 specific allegations in this Paragraph of the Complaint are complete or accurate and
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1 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
2 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
3 denies them.

4 197. Alo admits that at various times throughout 2023 it issued certain
5 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
6 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
7 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
8 specific allegations in this Paragraph of the Complaint are complete or accurate and
9 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
10 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
11 denies them.

12 198. Alo admits that at various times throughout 2023 it issued certain
13 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
14 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
15 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
16 specific allegations in this Paragraph of the Complaint are complete or accurate and
17 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
18 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
19 denies them.

20 199. Alo admits that at various times throughout 2023 it issued certain
21 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
22 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
23 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
24 specific allegations in this Paragraph of the Complaint are complete or accurate and
25 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
26 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
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28

1 denies them.

2 200. Alo admits that at various times throughout 2023 it issued certain
3 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
4 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
5 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
6 specific allegations in this Paragraph of the Complaint are complete or accurate and
7 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
8 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
9 denies them.

10 201. Alo admits that at various times throughout 2023 it issued certain
11 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
12 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
13 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
14 specific allegations in this Paragraph of the Complaint are complete or accurate and
15 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
16 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
17 denies them.

18 202. Alo admits that at various times throughout 2023 it issued certain
19 purchase orders to Plaintiff for certain clothing to be supplied by Plaintiff, that
20 Plaintiff provided invoices for certain clothing, and that Alo received shipments of
21 certain clothing from Plaintiff. Except as expressly admitted, Alo denies that the
22 specific allegations in this Paragraph of the Complaint are complete or accurate and
23 therefore denies them. Alo lacks knowledge or information sufficient to form a belief
24 as to the truth or falsity of the allegations concerning Plaintiff's conduct, and therefore
25 denies them.

26 203. Alo denies the allegations in Paragraph 203 of the Complaint.
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FIRST CLAIM FOR RELIEF

(Breach of Contract Against Alo)

204. Plaintiff repeats and realleges its responses to each preceding paragraph above as if fully set forth herein.

205. Plaintiff denies the allegations in Paragraph 205 of the Counterclaims.

206. Plaintiff denies the allegations in Paragraph 206 of the Counterclaims.

207. Plaintiff denies the allegations in Paragraph 207 of the Counterclaims.

208. Plaintiff denies the allegations in Paragraph 208 of the Counterclaims.

209. Plaintiff denies the allegations in Paragraph 209 of the Counterclaims.

210. Plaintiff denies the allegations in Paragraph 210 of the Counterclaims.

SECOND CLAIM FOR RELIEF

(Account Stated Against Alo)

211. Plaintiff repeats and realleges its responses to each preceding paragraph above as if fully set forth herein.

212. Plaintiff denies the allegations in Paragraph 212 of the Counterclaims.

213. Plaintiff denies the allegations in Paragraph 213 of the Counterclaims.

PRAYER FOR RELIEF

Alo denies the allegations set forth in Paragraphs 1-3 following Paragraph 213, and denies that Plaintiff is entitled to any relief on its Complaint.

AFFIRMATIVE DEFENSES

First Affirmative Defense

(Breach of Contract)

As an affirmative defense to each and every cause of action, Plaintiff's claims are barred, in whole or in part, because of Plaintiff's material breach of the agreements governing the subject matter of Plaintiff's claims, including but not

1 limited to Plaintiff's failure to deliver goods free from material defects and failure to
2 meet required delivery deadlines.

3 **Second Affirmative Defense**

4 (Waiver and Estoppel)

5 As an affirmative defense to each and every cause of action, Plaintiff's claims
6 are barred, in whole or in part, under the doctrines of waiver and estoppel by reason
7 of acts, omissions, representations, and conduct by Plaintiff.

8 **Third Affirmative Defense**

9 (Unjust Enrichment)

10 As an affirmative defense to each and every cause of action, Plaintiff's
11 recovery is barred because the requested recovery from Defendants would result in
12 Plaintiff's unjust enrichment.

13 **Fourth Affirmative Defense**

14 (Unclean Hands)

15 As an affirmative defense to each and every cause of action, Plaintiff's
16 recovery is barred, in whole or in part, under the doctrine of unclean hands.

17 **Fifth Affirmative Defense**

18 (Offset)

19 As an affirmative defense to each and every cause of action, Defendants are
20 entitled to an offset for any amounts already paid by Defendants, owed to Defendants
21 by Plaintiff (including owed to Defendants in connection with any recovery on Alo's
22 counterclaims), or as otherwise deemed appropriate by the Court.

23 **Additional Affirmative Defenses**

24 Alo reserves the right to assert additional defenses as may be disclosed during
25 the course of additional investigation and discovery.

COUNTERCLAIMS

Pursuant to Fed. R. Civ. P. 8(d), Plaintiff Alo, LLC (“Alo” or “Plaintiff”) hereby asserts the following counterclaims against Counterclaim Defendant BIHQ Pte Ltd. dba Bodynits International Pte Ltd. (“BIHQ” or “Counterclaim Defendant”) and DOES 1-10, inclusive.

NATURE OF ACTION

1. This is breach of contract action by Alo for damages in excess of \$1,075,658.16 against BIHQ arising out of BIHQ’s delivery of certain defective clothing manufactured by BIHQ for Alo, and its failure to deliver certain products in the timeframe required by the agreements governing the parties’ business. BIHQ’s failure to manufacture products in accordance with the high quality standards required by Alo governing the parties’ business, and its failure to timely meet Alo’s seasonal and holiday shipping deadlines, constitute material breaches of the parties’ agreements. Alo’s damages include, but are not limited to, reimbursement to Alo for defective goods received and paid for by Alo, increased costs (including for expedited air shipping) incurred by Alo to mitigate against the harm caused by BIHQ’s failure to meet required delivery deadlines, and lost sales, all arising out of BIHQ’s unlawful conduct.

PARTIES

2. Alo is a well-known athleisure, yoga and health and wellness company that markets and sells products throughout the United States and abroad. Alo is a California limited liability company with a principal place of business located at 9830 Wilshire Boulevard, Beverly Hills, CA 90212.

3. Upon information and belief, BIHQ is a private company organized and existing under the laws of Singapore with a principal place of business located at 12

1 Changi South Lane, Singapore 486353. Upon information and belief, BIHQ is
2 engaged in the business of manufacturing and exporting clothing, and operates a
3 website at www.bodynits.com. BIHQ conducts business under the names BIHQ Pte
4 Ltd. and Bodynits International Pte Ltd.

5 4. Does 1-10 are persons or entities responsible, in whole or in part, for the
6 wrongdoing alleged herein (“Doe Defendants”). Alo is informed and believes, and
7 based thereon, alleges that each of the Doe Defendants participated in, assisted,
8 endorsed, or was otherwise involved in the acts complained hereof, and that they have
9 liability for such acts. Alo will amend this Counterclaim if, and when, the identities
10 and details of involvement of such persons or entities becomes known.

11 **JURISDICTION & VENUE**

12 5. This Court has jurisdiction over the subject matter of these Counterclaims
13 pursuant to 28 U.S.C. § 1332(a) because this is a civil action between citizens of
14 different states, where the matter in controversy exceeds \$75,000, exclusive of costs
15 and interest. This Court also has supplemental jurisdiction over these counterclaims
16 pursuant to 28 U.S.C. § 1367(a), as the subject matter of the counterclaims are so
17 related to BIHQ’s claims in the Complaint that they form part of the same case or
18 controversy.

19 6. This Court has personal jurisdiction over BIHQ because, among other
20 reasons, BIHQ consented to the personal jurisdiction of this Court when it filed the
21 Complaint in this Judicial District, and because the subject matter of the counterclaims
22 are so related to BIHQ’s claims in the Complaint that they form part of the same case
23 or controversy. In addition, the contracts entered into between Alo and BIHQ
24 required BIHQ to deliver conforming products in this Judicial District.

25 7. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2)
26 because a substantial part of the events giving rise to the counterclaims occurred
27
28

1 within this Judicial District, as delivery of the goods by BIHQ was to be made to Alo
2 in Los Angeles County. Alternatively, venue is proper under 28 U.S.C. § 1391(b)(3).

3 **FACTS COMMON TO ALL COUNTERCLAIMS**

4 8. Alo designs, develops and sells fashionable and exceptionally high
5 quality garments in the athleisure, yoga and health and wellness space. In 2021, 2022
6 and 2023, it entered into agreements with BIHQ to manufacture certain of its apparel
7 products. Consistent with Alo's high standards for quality and high demand for its
8 new and innovative styles, Alo demands much from its partners.

9 9. With respect to BIHQ, doing business as Bodynits, Alo engaged in
10 extensive planning nearly a year in advance of new season and holiday product
11 launches in order to ensure that BIHQ could secure necessary materials and
12 manufacturing capacity to produce the high quality products in time for critical sales
13 periods. As part of this process, Alo provided detailed forecasts for specific styles and
14 quantities to ensure supply, and worked with BIHQ confirm quality standards are met
15 before production and shipping. As one example, on or about February 4, 2022, Alo
16 provided BIHQ with a detailed forecast for capacity planning purposes identifying
17 more than 210,000 units by style needed for the Holiday 2022.

18 10. The agreements between Alo and BIHQ were formed pursuant to
19 communications between Alo and BIHQ that included these type of forecasts for
20 capacity planning, and eventually led to written Purchase Orders issued by Alo to
21 BIHQ that included specific terms including, but not limited to (a) identifying the
22 style, description, quantity and price of the garments subject to the order, (b)
23 identifying the location where the articles were to be shipped, (c) identifying the
24 precise shipping date for the order, and (d) specific terms and conditions governing
25 each order, including that (i) BIHQ shall deliver no goods without a purchase order,
26 (ii) BIHQ shall make no substitutions or changes without authority from Alo, and (iii)

1 Alo reserves the right to cancel the order if shipment is not made as promised
2 (hereafter, the “Alo Contracts”).

3 11. Throughout 2021, 2022 and 2023, BIHQ manufactured and delivered
4 certain garments to Alo pursuant to the Alo Contracts. Many of these products failed
5 to meet the quality standards required by the Alo Contracts, and contained defects in
6 materials and craftsmanship.

7 12. Alo identified these defects to BIHQ. The total cost of these
8 chargebacks, exclusive of any lost sales, is approximately \$600,470.16, and concern
9 products purchased in connection with at least the following purchase orders:
10 PO#10011259, PO#10016155, PO#10016052, PO#10016052, PO#10011215,
11 PO#10011213, PO#10017371, PO#10011416, PO#10011384, PO#10011392,
12 PO#10011360, PO#10011350, PO#10011715, PO#10011717, PO#10008335,
13 PO#10011224, PO#10010419, PO# 10016063, PO#10008281, PO#10008282,
14 PO#10008283, PO#10008284, and PO#10008977.

15 13. Despite Alo’s early identification of specific quantities and styles for the
16 express purpose of reserving capacity, BIHQ failed to timely deliver tens of thousands
17 of garments in 2022. BIHQ’s failure to timely deliver the required garments in
18 accordance with the Alo Contracts required Alo to incur substantially increased
19 shipping costs for faster air shipping, instead of ocean freight charges, in order to
20 mitigate against some of the harm caused by BIHQ’s delays in advance of Alo’s
21 popular Holiday sales season. The approximate cost of the increased air shipping
22 charges, exclusive of any lost sales, was approximately \$475,188.00.

23 **FIRST COUNTERCLAIM**

24 **(Breach of Contract Against BIHQ)**

25 14. Alo repeats and realleges the allegations contained in each preceding
26 paragraph above as if fully set forth herein.

1 15. The Alo Contracts constitute valid and enforceable contracts between
2 Alo, on the one hand, and BIHQ, on the other hand.

3 16. Alo has performed, or attempted to perform, all material elements and
4 conditions of the Alo Contracts except for those acts that have been prevented,
5 delayed, or excused by the acts or omissions of BIHQ.

6 17. All conditions required for BIHQ to perform had occurred prior to
7 BIHQ's breach.

8 18. BIHQ breached the Alo Contracts by failing to deliver all goods free
9 from material defects and in accordance with the quality standards required under the
10 Alo Contracts. Specifically, the cost of these chargebacks, exclusive of any lost sales,
11 is approximately \$600,470.16, and concern products purchased in connection with at
12 least the following purchase orders: PO#10011259, PO#10016155, PO#10016052,
13 PO#10016052, PO#10011215, PO#10011213, PO#10017371, PO#10011416,
14 PO#10011384, PO#10011392, PO#10011360, PO#10011350, PO#10011715,
15 PO#10011717, PO#10008335, PO#10011224, PO#10010419, PO# 10016063,
16 PO#10008281, PO#10008282, PO#10008283, PO#10008284, and PO#10008977.

17 19. BIHQ breached the Alo Contracts by failing to deliver all goods in the
18 timeframe required by the Alo Contracts. Specifically, BIHQ failed to timely deliver
19 tens of thousands of garments in 2022 which required Alo to incur substantially
20 increased shipping costs for air shipping. The approximate cost of the increased air
21 shipping charges, exclusive of any lost sales, was approximately \$475,188.00.

22 20. Alo was harmed by BIHQ's breaches of the Alo Contracts. These
23 breaches were a substantial factor in causing Alo's harm.

24 21. As a direct and proximate result of BIHQ's material breaches of the Alo
25 Contracts, Alo has been damaged in an amount subject to proof at trial, but in no event
26 less than \$1,075,658.16, which is exclusive of the harm Alo suffered as a result of lost
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1 sales arising out of BIHQ's conduct.

2
3 **DEMAND FOR JURY TRIAL**

4 Pursuant to Fed. R. Civ. P. 38, Alo hereby demands a jury trial on all issues so
5 triable.

6 **PRAYER FOR RELIEF**

7 Wherefore Alo prays for judgment against Plaintiff/Counterclaim Defendant,
8 and in favor of Alo, as follows:

9 A. That the Complaint and each purported claim for relief therein be
10 dismissed in their entirety with prejudice;

11 B. That the Court award Alo all of its special, consequential, and
12 compensatory damages as permitted by law;

13 C. That the Court award Alo its costs and attorneys' fees in this action to
14 the extent recoverable by contract or statute; and

15 D. That the Court award Alo such other and further relief as the Court may
16 deem just and proper.

17
18 Dated: April 24, 2023

By: /s/ Nathaniel H. Lipanovich

19 Nathaniel H. Lipanovich

20 *Attorney for Defendants and*
21 *Counterclaim Plaintiffs Alo, LLC and*
22 *Color Image Apparel, Inc.*

CERTIFICATE OF SERVICE

I hereby certify that on April 24, 2023, a true and correct copy of the foregoing **ALO, LLC'S AND COLOR IMAGE APPAREL, INC.'S ANSWER TO COMPLAINT AND COUNTERCLAIMS** was filed electronically with the Clerk of the above-captioned Court utilizing the Court's CM/ECF system, resulting in an automatic transmission of a Notice of Electronic Filing to all counsel of record in the above-referenced proceeding.

By: /s/ Journey Bailey

Journey Bailey